UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE: AMERICAN FINANCIAL RESOURCES, INC. DATA BREACH LITIGATION	Civil Action No. 22-1757 (MCA) (JSA)

CO-LEAD COUNSEL'S MOTION FOR AWARD OF ATTORNEYS' FEES, PAYMENT OF LITIGATION EXPENSES, AND PAYMENT OF SERVICE AWARDS TO CLASS REPRESENTATIVES

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Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, Co-Lead Counsel, on behalf of Plaintiffs and the Settlement Class they represent, respectfully move the Court for the entry of an order awarding: (i) attorneys' fees for Plaintiffs' Counsel[1] in the amount of 33% of the $2.5 million Common Fund ($825,000.00); (ii) payment of $29,052.98 for expenses and charges reasonably and necessarily incurred by Plaintiffs' Counsel in prosecuting the Action; and (iii) payment of $7,500.00 to each of the Plaintiffs Dora Micah, Sharon Styles, Matthew Stuart, and Anthony A. Olivia, Ph.D. for their service in this Litigation.

I. OVERVIEW

After more than two years of hard fought litigation, Co-Lead Counsel achieved a nationwide class action settlement with American Financial Resources, Inc. ("Defendant" or "AFR") for a $2,500,000 non-reversionary Common Fund, and up to an additional $1,000,000 for the direct payment of claims made based on out-of-pocket losses as set forth in the Class Action Settlement Agreement and Release ("Settlement Agreement").[2] ECF No. 74-2.

[1] "Plaintiffs' Counsel" means Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Robbins Geller Rudman & Dowd LLP; Kantrowitz, Goldhamer & Graifman, P.C.; The Lyon Firm; Markovits, Stock & DeMarco, LLC; and Milberg Coleman Bryson Phillips Grossman, PLLC.

[2] Unless otherwise stated, all capitalized words are defined the same as in the Settlement Agreement.

AFR also will directly pay for all Notice and Settlement Administration Costs. The Settlement also provides a credit monitoring benefit to Settlement Class Members who elect that benefit, which includes one year of credit monitoring with up to $1 million in identity theft insurance. Finally, the Settlement requires AFR to remove Personally Identifiable Information ("PII") of any Settlement Class Member from its system to the extent allowable under all applicable state and federal laws or regulations.

This Settlement resulted from arm's-length mediations and discussions initially overseen by the Honorable Faith S. Hochberg (ret.) and, subsequently, by the Honorable Diane Welsh (ret.). To date, there have been only three (3) requests for exclusion from the Settlement Class. *See* Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program ("Azari Decl."), ¶21. Objections to the proposed Settlement are due by September 11, 2024. To date, zero (0) objections have been filed. The Settlement represents an exceptional recovery for the Settlement Class.

In light of the work necessary to achieve the aforementioned direct benefits on behalf of the Settlement Class, the years of hard work spent securing it, and the work that will persist until the very last participating Settlement Class Member receives his, her, or its Common Fund Benefits, Co-Lead Counsel reasonably request 33% of the Common Fund, which represents a *negative* multiplier of 0.34 to

Plaintiffs' Counsel's collective lodestar. Co-Lead Counsel also seek an award of reasonable and necessary expenses and charges of $29,052.98 and the approval of service awards for each Plaintiff in the modest sum of $7,500. Co-Lead Counsel respectfully request that the Court grant their motion.

II. PROCEDURAL HISTORY AND SETTLEMENT TERMS

The procedural history of the Litigation and a summary of the terms of the Settlement are set forth in Plaintiffs' motion for final approval of class action settlement and final certification of the Settlement Class ("Settlement Approval Memorandum"), filed concurrently herewith. The Court is respectfully referred to the Settlement Approval Memorandum for that information.

III. THE REQUEST FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES SHOULD BE APPROVED

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). The ultimate determination of the proper amount of attorneys' fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009).

Here, Co-Lead Counsel request an award of attorneys' fees of 33% of the $2.5 million Common Fund ($825,000.00) and expenses of $29,052.98. These requests are fair and reasonable, and consistent with fees and expenses typically granted in similar matters. The Settlement is an exceptional result for the Settlement Class in

the face of significant risks, and was achieved expeditiously. Doing so involved substantial outlays of costs and attorney and staff time, with no guarantee of any ultimate recovery. Further, Co-Lead Counsel brought substantial experience to their work on this case and skillfully overcame defense counsel's determined opposition.

A. Attorneys' Fees Should Be Awarded Based on a Percentage of the Common Fund

It is well-established that an attorney "who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also, e.g.*, *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *15 (E.D. Pa. Jan. 25, 2016) (same). "Courts use the percentage of recovery method in common fund cases on the theory that the class would be unjustly enriched if it did not compensate the counsel responsible for generating the valuable fund bestowed on the class." *In re Gen. Motors Corp. Pick- Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995).

The Supreme Court has recognized that it is appropriate to award counsel a reasonable percentage of the common fund as a fee. *See Boeing*, 444 U.S. at 478-79. This is because the percentage method aligns counsel's interests with those of the class. The Third Circuit has similarly recognized that "[t]he 'percentage-of-recovery method is generally favored in cases involving a common fund.'" *Gelis v. BMW of N. Am., LLC*, 49 F.4th 371, 379 (3d Cir. 2022). The lodestar method, by contrast,

has been limited to statutory fee-shifting cases and cases where the nature of the recovery does not allow the determination of the settlement's value. *Id*. at 379. In addition, it has been criticized in the class action context for incentivizing billing "excessive hours" and drawing out litigation, while failing to incentivize lawyers to seek the largest recovery possible. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 256 (3d Cir. 2001) ("*Cendant I*").

B. The Requested Fee Is Fair and Reasonable Under the *Gunter* Factors

When evaluating proposed fee awards, courts in the Third Circuit consider several factors, including: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs' counsel; and (7) the awards in similar cases. *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000). These factors "need not be applied in a formulaic way . . . and in certain cases, one factor may outweigh the rest." *Id*. Each factor supports the requested 33% fee.

1. The Size of the Common Fund Created and the Number of Persons Benefited by the Settlement

In awarding fees, the "most critical factor is the degree of success obtained."

Hensley v. Eckerhart, 461 U.S. 424, 436 (1983); *Viropharma*, 2016 WL 312108, at *16 (same). To assess this factor, courts "'consider[] the fee request in comparison to the size of the fund created and the number of class members to be benefitted.'" *In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at *26 (D.N.J. Nov. 15, 2016) (quoting *Rowe v. E.I. DuPont de Nemours & Co.*, 2011 WL 3837106, at *18 (D.N.J. Aug. 26, 2011)).

Here, the $2.5 million non-revisionary Common Fund; the direct payment by AFR for the Notice and Settlement Administration Costs; up to $1 million in directly paid claims for out-of-pocket losses; and the credit monitoring and identity theft insurance are an outstanding result that provides substantial benefits to Settlement Class Members. There were substantial risks to proceeding, including obtaining class certification and proving liability and damages.

For these reasons, the first *Gunter* factor clearly weighs in favor of approving the requested fee.

2. Reaction of Settlement Class Members to the Fee Request

215,361 notices of this Settlement, including the fee request, have been provided to potential Settlement Class Members. Azari Decl., ¶17. To date, counsel have received zero (0) objections to the fee request (or any other provision of the proposed Settlement). Thus, the reaction of the Settlement Class weighs in favor of approving the requested fee. *See Cendant I*, 264 F.3d at 235 (stating that "[t]he vast

disparity between the number of potential class members who received notice of the Settlement and the number of objectors creates a strong presumption that this factor weighs in favor of the Settlement"); *see also Ocean Power*, 2016 WL 6778218, at *13 ("A lack of significant objections by class members weighs in favor of approving the settlement."). In addition, because Class Representatives approve the requested fee, "the Court should afford the fee requested a presumption of reasonableness." *Viropharma*, 2016 WL 312108, at *15.

3. The Skill and Efficiency of Counsel

The third *Gunter* factor – the skill and efficiency of the attorneys involved – is measured by the "'quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel.'" *Viropharma*, 2016 WL 312108, at *16.

Here, each of these considerations demonstrates the skill and efficiency of Co-Lead Counsel and supports the requested fee. The important work of Co-Lead Counsel should be recognized in this respect.

Among other things, during the two years of litigation, Co-Lead Counsel investigated AFR's conduct, drafted a detailed Consolidated Class Action Complaint and a First Amended Consolidated Class Action Complaint, successfully

opposed two of AFR's motions to dismiss as to key claims, and engaged in extensive discovery. All the while, Co-Lead Counsel were opposed by AFR's highly sophisticated counsel from one of the preeminent firms in the country, who skillfully pressed every available argument at each stage of the Litigation.

Here, Co-Lead Counsel are experienced litigators and view the Settlement as an exceptional result for the Settlement Class. Further, Co-Lead Counsel Carella Byrne has successfully prosecuted numerous class actions in the Third Circuit. *See, e.g.*, *In re Mercedes-Benz Emissions Litig.*, No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for plaintiffs and the proposed class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of $700,000,000 granted final approval); *In re Vytorin/Zetia Mktg., Sales Pracs. & Prods. Liab. Litig.*, No. 08-0285 (D.N.J.) (Hon. Dennis M. Cavanaugh) (James Cecchi Co-Lead Counsel for class in case arising out of the marketing of drug Vytorin; settlement of $41,500,000 secured for consumer class); *In re: Liquid Aluminum Sulfate Antitrust Litig.*, No. 2:16- md-02687 (D.N.J.) (Hon. Jose L. Linares) (Direct purchaser Antitrust case on behalf of municipalities and paper mills regarding price fixing claims arising from the sale of chemicals used in water treatment and paper production; James Cecchi appointed as Lead Counsel and secured settlements greater than $100,000,000).

Likewise, Robbins Geller also is very experienced in complex class action

litigation and Stuart Davidson is one of the nation's leading consumer protection, privacy, and data breach attorneys. *See, e.g.*, *In re Facebook Biometric Information Privacy Litig.*, No. 3:15-cv-03747-JD (N.D. Cal.) ($650 million recovery, the largest privacy settlement in history, in a cutting-edge class action concerning Facebook's alleged privacy violations through its collection of user's biometric identifiers without informed consent); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 5:16- md-02752-LHK (N.D. Cal.) ($117.5 million recovery in the largest data breach in history); *In re Solara Med. Supplies Data Breach Litig.*, No. 3:19-cv-02284-H-KSC (S.D. Cal.) ($5 million all-cash settlement for victims of healthcare data breach).

This outstanding result was only possible due to Co-Lead Counsel's vast experience and expertise.

4. The Complexity and Duration of the Litigation

The impressive result obtained by Co-Lead Counsel here was no *fait accompli*. This Action raised complex issues of law and fact that required great skill to maneuver over the past two years. Indeed, defense counsel pursued numerous avenues of legal and factual attacks against the named Plaintiffs and the claims, as demonstrated by the two motions to dismiss filed by AFR.

In addition, absent the Settlement, the further prosecution of this Action would have been lengthy and complex. Among other risks, Co-Lead Counsel faced the

possibility that a motion for class certification could have been denied, or reversed on appeal, leaving Plaintiffs with a narrowed class or no class at all – a result which would have deprived the Settlement Class of any recovery whatsoever or, at best, significantly reduced the value of any subsequent settlement.

Co-Lead Counsel are also cognizant that bringing any case to trial involves inherent risks, including the possibility that the jury fails to return a unanimous verdict in Plaintiffs' favor. In complex litigation, even a victory at trial does not spell ultimate success. Both trial and judicial review are unpredictable and can erode a recovery or eliminate it altogether. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 747-48 (S.D.N.Y. 1985). In light of the complexity and duration of this case, this factor clearly favors approval of the requested attorneys' fees.

5. The Risk of Non-Payment

Co-Lead Counsel prosecuted this case entirely on a contingent basis. Thus, without a settlement or a trial victory, they would go unpaid. This created an incentive to litigate the case aggressively and seek the best recovery possible. "'Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval.'" *High St. Rehab., LLC v. Am. Specialty Health Inc.*, 2019 WL 4140784, at *13 (E.D. Pa. Aug. 29, 2019); *see also Teh Shou Kao v. CardConnect Corp.*, 2021 WL 698173, at *10 (E.D. Pa. Feb. 23, 2021) (no guarantee of success on merits or on class certification supports one-third

fee request); *In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at *7 (D.N.J. May 31, 2012) ("*Schering-Plough I*") (approving 33.3% fee; noting that "the risk created by undertaking an action on a contingency fee basis militates in favor of approval").

6. The Significant Time Devoted to This Case

The significant time that counsel devoted to this case favors approval of the requested attorneys' fees. Plaintiffs' Counsel invested more than 3,600 hours of attorney and support staff time over the course of two years, and incurred $29,052.98 in expenses prosecuting this case for the benefit of the Settlement Class, without promise of payment of attorneys' fees or expenses if Plaintiffs did not prevail on their claims. *See* Declaration of James E. Cecchi ("Cecchi Decl."), ¶¶47-49; Exhibits B-F to Cecchi Decl. (Declarations of Robbins Geller Rudman & Dowd LLP; Kantrowitz, Goldhamer & Graifman, P.C.; The Lyon Firm; Markovits, Stock & DeMarco, LLC; and Milberg Coleman Bryson Phillips Grossman, PLLC) (collectively, "Fee Declarations").

7. The Range of Fees Typically Awarded

"While there is no benchmark for the percentage of fees to be awarded in common fund cases, the Third Circuit has noted that reasonable fee awards in percentage-of-recovery cases generally range from nineteen to forty-five percent of the common fund." *Whiteley v. Zynerba Pharms., Inc.*, 2021 WL 4206696, at *12

(E.D. Pa. Sept. 16, 2021); *In re Suboxone (Bonprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, 2023 WL 8437034, at *14 (E.D. Pa. Dec. 4, 2023) ("Class Counsels' requested fees in this case represent 33 1/3 % of the total recovery—a percentage which is well within the range of reasonable fees, on a percentage basis, in the Third Circuit."); *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd's, London Members*, 2019 WL 4877563, at *6 (D.N.J. Oct. 3, 2019) ("Courts in the Third Circuit, including this one, have viewed fee percentages of 33% as reasonable." (citing cases)); *see also* Brian Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. EMPIRICAL L. STUD. 811, 833, 838 (2010). Indeed, a 33% award is common in cases with similar value of settlement benefits. *Van Kraken v. Atl. Richfield Co.*, 901 F. Supp. 294, 297-98 (N.D. Cal. 1995) (noting awards of "30-50 percent of the fund" where the funds were "less than $10 million").

Likewise, the requested attorneys' fees of 33% of the Common Fund is consistent with other data breach settlements. *See, e.g., In re Solara Med. Supplies Data Breach Litig.*, No. 3:19-cv-02284-H-KSC (S.D. Cal. Sept. 12, 2022), ECF No. 150 (awarding attorneys' fees representing 45% of $5 million monetary relief); *In re Arby's Rest. Grp., Inc. Data Sec. Litig.*, 2019 WL 2720818, at *4 (N.D. Ga. June 6, 2019) (awarding $980,000 in fees equaling 49% of $2 million in monetary relief); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2015 WL 7253765, at *4 (D.

Minn. Nov. 17, 2015), *rev'd and remanded on other grounds*, 847 F.3d 608 (8th Cir. 2017), *amended*, 855 F.3d 913 (8th Cir. 2017), and *aff'd*, 892 F.3d 968 (8th Cir. 2018) (awarding $6.75 million in fees, equaling 67.5% of $10 million in monetary relief); *In re Am. Med. Collection Agency, Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2904 (D.N.J. Nov. 3, 2023) (awarding 33.33% of common fund); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *8 (E.D. Wis. Mar. 22, 2023) (awarding one-third of the $3.75 million settlement fund, or $1.25 million); *Thomsen v. Morley Companies, Inc.*, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding 33% of the common fund and finding it presumptively reasonable); *Lamie v. LendingTree, LLC*, 2024 WL 811519, at *2 (W.D.N.C. Feb. 27, 2024) (awarding $291,666.67 which was 1/3 of the common fund). Because the requested fee is reasonable in relation to fees typically awarded in similar cases, this factor favors approval of the requested fee award.[3]

[3] In evaluating attorneys' fee requests, courts in the Third Circuit have also considered factors such as whether the fee award "reflects commonly negotiated fees in the private marketplace," and any benefit received from the efforts of government agencies. *See In re Merck & Co., Inc. Vytorin Erisa Litig.*, 2010 WL 547613, at *12-*13 (D.N.J. Feb. 9, 2010). These additional factors also favor approval of the requested fee here, as the advancement of this case was based upon the efforts of counsel, not government agencies, and a 33% fee is consistent with commonly negotiated contingent fees. *See id*., at *13 (noting that contingent fees in the private marketplace are commonly 30% to 40%).

C. The Requested Fee Is Reasonable Under a Lodestar Cross-Check

Courts in the Third Circuit may also use a "lodestar cross-check" to confirm the reasonableness of a percentage fee. *See Moore v. GMAC Mortg.*, 2014 WL 12538188, at *2 (E.D. Pa. Sept. 19, 2014) (stating that the "lodestar cross-check is 'suggested,' but not mandatory"). If used, the lodestar cross-check "should not displace a district court's primary reliance on the percentage-of-recovery method." *In re AT&T Corp.*, 455 F.3d 160, 164 (3d Cir. 2006).

When used, the Third Circuit has recognized that the lodestar cross-check "need entail neither mathematical precision nor bean-counting," and that "district courts may rely on summaries submitted by the attorneys and need not review actual billing records." *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306-07 (3d Cir. 2005); *accord CardConnect*, 2021 WL 698173, at *10-*11. The lodestar cross-check involves simply comparing counsel's "lodestar" to the fee resulting from the requested percentage award and assessing the reasonableness of the resulting multiplier. The appropriate multiplier varies based on the specifics of each case and "need not fall within any pre-defined range, provided that the [d]istrict [c]ourt's analysis justifies the award." *Rite Aid*, 396 F.3d at 307.

However, the Third Circuit has recognized that percentage awards that result in multipliers "'ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied.'" *In re Veritas Software Corp. Sec. Litig.*,

396 F. App'x 815, 819 (3d Cir. 2010); *accord CardConnect*, 2021 WL 698173, at *11; *Wood v. AmeriHealth Caritas Servs., LLC*, 2020 WL 1694549, at *10 (E.D. Pa. Apr. 7, 2020); *see also Stevens v. SEI Invs. Co.*, 2020 WL 996418, at *13 (E.D. Pa. Feb. 28, 2020) (approving multiplier of 6.16; noting that "multiples ranging from 1 to 8 are often used in common fund cases" to "compensate counsel for the risk of assuming the representation on a contingency fee basis").

Here, Plaintiffs' Counsel have spent a total of 3,686.40 hours of attorney and paraprofessional time on this matter, for a total lodestar amount, based on current rates, of $2,409,106.30, resulting in a *negative* multiplier of 0.34. *See* Fee Declarations. A negative multiplier means that Plaintiffs' Counsel will "receive less . . . than their regular billing rates." *In re Remicade Antitrust Litig.*, 2023 WL 2530418, at *29 (E.D. Pa. Mar. 15, 2023). Courts in this Circuit have found that "[s]ince the multiplier here is less than one, which means that the requested fee is less than the amount that would be awarded using the lodestar method, we are satisfied that a lodestar cross-check confirms the reasonableness of Co-Lead Counsel's request for attorney's fees." *In re Fasteners Antitrust Litig.*, 2014 WL 296954, at *8 (E.D. Pa. Jan. 27, 2014); *see also In re Valeant Pharm. Int'l, Inc. Third-Party Payor Litig.*, 2022 WL 525807, at *7 (D.N.J. Feb. 22, 2022) ("Lead Counsel's lodestar results in a negative multiplier, thereby furnishing strong evidence that the requested fees are reasonable."); *Lincoln Adventures LLC v. Those*

Certain Underwriters at Lloyd's, London Members, 2019 WL 4877563, at *8 (D.N.J. Oct. 3, 2019) ("The negative multiplier of 0.36 is much lower than lodestar multipliers of between one and four that have been found to be reasonable in this Circuit.").

D. Reasonably Incurred Expenses Should Be Awarded

Co-Lead Counsel also request payment of expenses and charges incurred in connection with the prosecution of this Litigation in the aggregate amount of $29,052.98. Counsel in class actions "are entitled to reimbursement of expenses that were 'adequately documented and reasonable and appropriately incurred in the prosecution of the class action.'" *Viropharma*, 2016 WL 312108, at *18 (citing *Abrams v. Lightolier Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)); *accord AmeriHealth*, 2020 WL 1694549, at *10; *see also Schering-Plough I*, 2012 WL 1964451, at *8 (approving litigation expenses and noting that "[t]his type of reimbursement has been expressly approved by the Third Circuit").

The expenses borne by Plaintiffs' Counsel are documented in the accompanying Firm Declarations. These expenses consist of the typical categories, such as experts, document hosting and production, online legal and financial research, mediation fees, filing fees, and copying. These expenses were reasonable and necessary to the prosecution of the claims and achieving the Settlement and are of the same type routinely approved in class actions. *See Viropharma*, 2016 WL

312108, at *18 (approving costs and expenses for, among other things, experts, travel, copying, postage, telephone, filing fees, and online and financial research); *Yedlowski v. Roka Bioscience, Inc.*, 2016 WL 6661336, at *23 (D.N.J. Nov. 10, 2016) (approving costs and expenses for experts, investigation, mediation, publishing notice, and online legal research, and noting that "[c]ourts have held that all of these items are properly charged to the [c]lass").

Further, this amount is less than the expense figure of up to $125,000 set out in the Notice, and to date, there have been no objections to that proposed amount.

For all of these reasons, the requested expense award should be approved.

E. The Requested Service Awards Are Reasonable

The Third Circuit has "favor[ed] encouraging class representatives, by appropriate means, to create common funds and to enforce laws." *In re Schering-Plough Corp. Enhance Sec. Litig.*, 2013 WL 5505744, at *37 (D.N.J. Oct. 1, 2013) ("*Schering-Plough II"*).

Here, Co-Lead Counsel seek modest awards of $7,500.00 each to Plaintiffs Dora Micah, Sharon Styles, Matthew Stuart, and Anthony A. Olivia, Ph.D. for their time devoted to supervising counsel and participating in the Litigation. These Plaintiffs' activities were directly related to representing the Settlement Class, including: (a) consulting with counsel regarding the Litigation and the Court's orders; (b) reviewing and commenting upon pleadings, motions, and briefs; (c)

reviewing correspondence and status reports from counsel; (d) responding to discovery requests and collecting documents for production, including electronically stored information from their personal emails; (e) conferring with counsel concerning litigation strategy; and (f) monitoring settlement negotiations. *See* Cecchi Decl., ¶51. The requested class representative awards are reasonable and are less than or equal to awards in many other class cases. *See, e.g., Utah Ret. Sys. v. Healthcare Servs. Grp., Inc.*, 2022 WL 118104, at *13 (E.D. Pa. Jan. 12, 2022) (awarding $12,500 to class representative); *In re Par Pharm. Sec. Litig.*, 2013 WL 3930091, at *11 (D.N.J. July 29, 2013) (approving award to lead plaintiff of $18,000); *Li v. Aeterna Zentaris Inc.*, 2021 WL 2220565, at *2 (D.N.J. June 1, 2021) (approving awards of $17,000 to each of the three lead plaintiffs).

Co-Lead Counsel respectfully request that the proposed awards be approved. There have been zero objections to these requests.

IV. CONCLUSION

For all the reasons stated above and in the accompanying declarations, Co-Lead Counsel respectfully request that the Court: (i) grant their motion for an award attorneys' fees of 33% of the $2.5 million Common Fund ($825,000.00) and payment of expenses of $29,052.98, plus interest on both amounts at the same rate and for the same period as earned by the Common Fund; and (ii) award Plaintiffs Dora Micah, Sharon Styles, Matthew Stuart, and Anthony A. Olivia, Ph.D.

$7,500.00 each in connection with their representation of the Settlement Class.

DATED: August 27, 2024

Respectfully submitted,

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